

EXHIBIT B

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. Confidentiality. Except as provided in Paragraph 4, the Parties agree that the terms and conditions of this Settlement Agreement shall be kept confidential, and that they will not disclose such terms and conditions except as may be required by state or federal law or by any agency or court subpoena. Notwithstanding the foregoing, however, the Parties may disclose the terms of the settlement to their respective legal counsel, financial advisors, and accountants, for the limited purposes of obtaining legal, tax or other professional advice, or as required by law. Additionally, this confidentiality provision does not prohibit the Parties from disclosing the fact that a settlement occurred on confidential and mutually acceptable terms. Finally, this confidentiality provision does not prohibit the Parties from disclosing the terms and conditions of this Settlement Agreement as necessary to enforce the Settlement Agreement in a court of competent jurisdiction.

4. Statements by the Parties. The Parties agree that St. George City will issue a public apology in the form of a press release reciting the following statement:

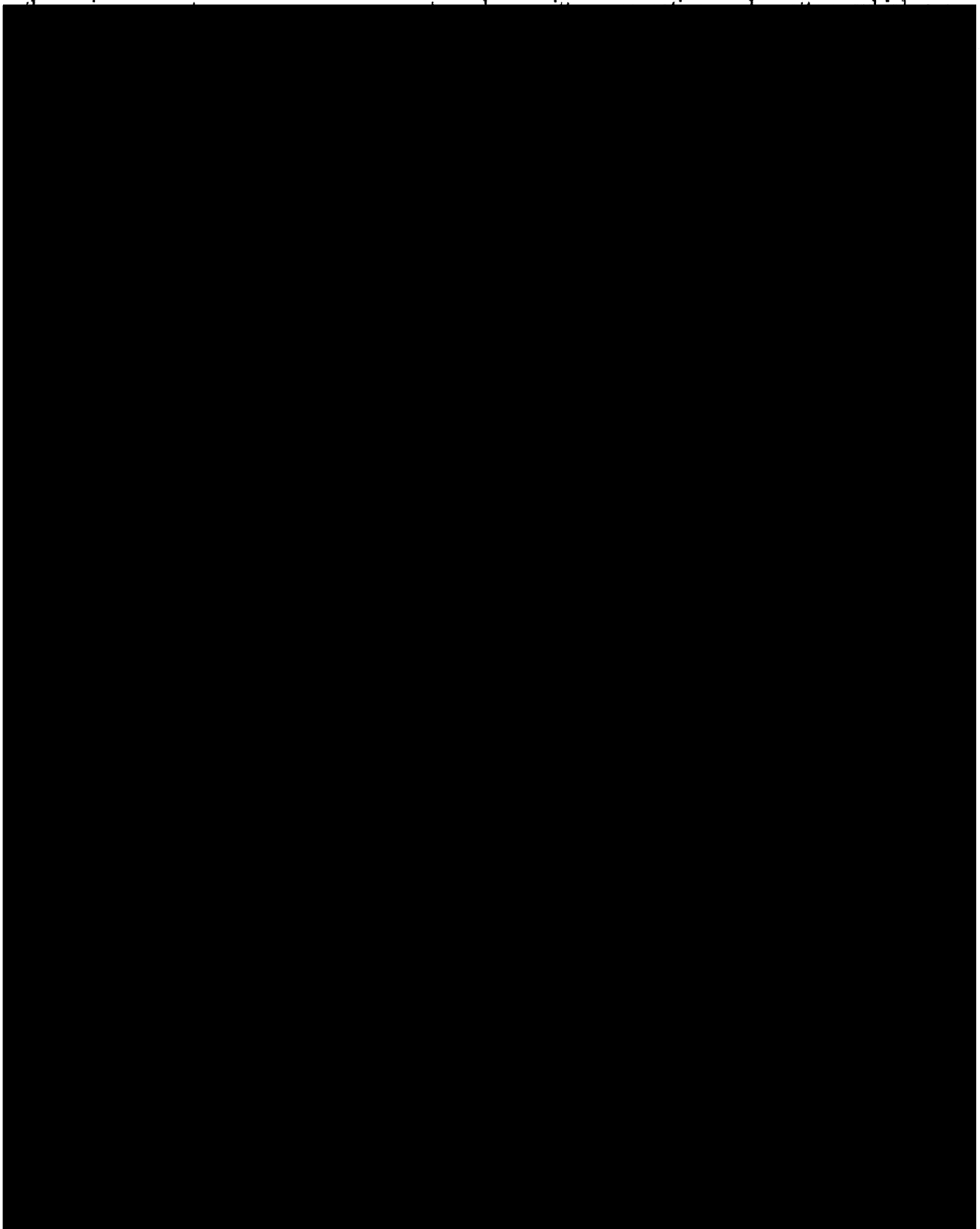
In the Spring of 2023, Southern Utah Drag Stars, LLC (“SUDS”) submitted an application to hold a special event in St. George City, and St. George City denied the permit. St. George City admits the permit denial violated SUDS’ First Amendment rights and publicly apologizes for violating SUDS’ First Amendment rights. St. George City regrets violating SUDS’ constitutionally protected right to free speech, it strives to uphold the U.S. Constitution, and it has worked with SUDS to favorably resolve the violation of SUDS’s rights. St. George City welcomes all citizens to hold special events in the future and respects the First Amendment rights of all community members.

[REDACTED]

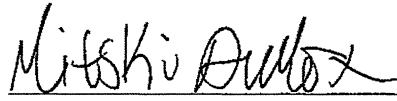
[REDACTED]

6. Attorney Fees and Costs. The Parties agree that SUDS is the “prevailing party” entitled to recover reasonable attorneys’ fees and costs under 42 U.S.C. § 1988. The Parties further agree that any such petition for attorneys’ fees may not seek fees incurred after the date of this Settlement Agreement. The Parties further agree that, except as set forth in this Paragraph 6, St. George City has retained, and has not waived, any rights to contest or dispute SUDS’ alleged attorneys’ fees.

[REDACTED]



Dated this 30 day of January, 2025.



Mitski Avalox, on her personal behalf and on behalf
of Southern Utah Drag Stars, LLC


Approval of Counsel:

The foregoing Release of All Claims reviewed and approved this _____ day January, 2025.

JENNER & BLOCK, LLP

Rémi Jaffré
Attorneys for Plaintiffs

Dated this 6th day of ~~January~~ ^{February}, 2025.



Ryan Dooley, St. George City Attorney, on behalf
of St. George City

Approval of Counsel:

The foregoing Release of All Claims reviewed and approved this _____ day January, 2025.

SPENCER FANE, LLP

Scott Young
Attorneys for St. George City

